

## ARTICLE 12 GRIEVANCE PROCEDURE

12.1 Any dispute between the City and an employee, or, where provided, the appropriate representative of the Union, regarding the interpretation or application of the written Memorandum of Agreement, or the interpretation or application of the Employer-Employee Resolution #39367, as amended, shall be considered a grievance. A grievance may be initiated only by the employee directly affected except as otherwise provided herein. Where the dispute directly affects a significantly large group of employees in the Representation Unit, the appropriate Union representative may file a grievance on behalf of such employees.

### 12.2 Procedures

12.2.1 Grievances involving the interpretation or application of this Memorandum of Agreement shall be processed in accordance with the procedures set forth in this Article 12.

12.2.2 Grievances involving Resolution #39367, as amended, including any grievance pursuant to Section 22 of that Resolution, shall be filed in writing with the Municipal Employee Relations Officer and shall be processed in accordance with applicable provisions of the Resolution.

### 12.3 STEP I

12.3.1 An employee may present the grievance orally either directly or through his/her Union representative to the immediate supervisor. The grievance must be presented within ten (10) working days following the event or events on which the grievance is based. The immediate supervisor shall make whatever investigation necessary to obtain the facts pertaining to the grievance. Within five (5) working days after receiving the oral grievance, the immediate supervisor shall give the employee an oral reply.

12.3.2 If the employee is not satisfied with the reply of his/her immediate supervisor, he/she may appeal the grievance to Step II.

### 12.4 STEP II

12.4.1 If the employee desires to appeal the grievance to Step II, the grievance shall be reduced to writing, on forms provided, and presented to the Department Head, or his/her designated representative, within five (5) working days following the receipt of the immediate supervisor's oral reply.

12.4.2 The written grievance shall contain a complete statement of the grievance, the alleged facts upon which the grievance is based, the reasons for the appeal, the section or sections of the Memorandum of Agreement relied upon or claimed to have been violated, and the remedy requested. The grievance shall be signed and dated by the employee.

12.4.3 The Department Head, or his/her designated representative, may arrange a meeting between himself/herself, the employee, the appropriate Union representative, and the immediate supervisor to attempt to resolve the grievance. In any event, the Department Head, or his/her designated representative, shall give a written decision to the employee within ten (10) working days following receipt of the written appeal to Step II.

- 12.4.4 If the employee is not satisfied with the decision, he/she may appeal the grievance to Step III.

12.5 STEP III

- 12.5.1 If the employee desires to appeal the grievance to Step III, the employee shall complete the appropriate appeal section of the grievance form, sign the appeal, and present the grievance to the Municipal Employee Relations Officer or designee within five (5) working days following receipt of the written decision at Step II.
- 12.5.2 Within fifteen (15) working days after receipt of the appeal to Step III, the Municipal Employee Relations Officer or designee shall hold a meeting with the employee, the appropriate Union representative, the Department Head or designee to discuss the matter. A written decision shall be given the employee or the appropriate Union representative within five (5) working days following the meeting.
- 12.5.3 If the decision of the Municipal Employee Relations Officer or designee is unsatisfactory, the appropriate employee organization representative may appeal the grievance to Step IV - Arbitration.

12.6 STEP IV - ARBITRATION

- 12.6.1 If the grievance has been properly processed through the previous steps of the procedure and not resolved, the appropriate employee organization representative may appeal the grievance to Arbitration. The appropriate employee organization representative shall notify the Municipal Employee Relations Officer in writing, within fourteen (14) calendar days following receipt by the employee of the written answer at Step III.
- 12.6.2 Within fourteen (14) calendar days following the receipt of the notice of appeal to Step IV, a meeting may be arranged by the Municipal Employee Relations Officer with the appropriate employee organization representative to prepare a joint statement of the issue, or issues, to be presented to the arbitrator. The employee may also be permitted to attend. If the parties are unable to agree upon the issue, or issues, each party will prepare its statement of the issue, or issues, and jointly submit the separate statement of issue, or issues to the arbitrator. At the beginning of the hearing referred to herein, the arbitrator shall determine what the issue, or issues, are.
- 12.6.3 The parties may mutually agree upon the selection of the arbitrator or shall jointly request the State of California Conciliation Service to provide a list of seven (7) persons qualified to act as arbitrators.
- 12.6.4 Within ten (10) working days following receipt of the above referenced list, the parties shall meet to select the arbitrator. The right to strike the first name shall be determined by lot and the parties shall alternately strike one name from the list until only one (1) name remains, and that person shall be the arbitrator.
- 12.6.5 The arbitrator shall hold a hearing on the issue, or issues, submitted, or as determined by the arbitrator if the parties have not mutually agreed upon the issue, or issues, and render a written decision and reasons for the decision as

soon after the hearing as possible. The decision shall be binding on both parties, and shall be limited to the issue, or issues involved.

- 12.6.6 The decision shall be sent to the Municipal Employee Relations Officer and to the employee or appropriate representative of the Union.
- 12.6.7 Each of the parties shall pay for the time and expenses of its representatives and witnesses through all stages of the arbitration procedure and shall contribute equally to the fee and expenses of the arbitrator and the court reporter. The arbitrator's fee shall be determined in advance of the hearing.
- 12.6.8 The parties agree that the arbitrator shall not add to, subtract from, change or modify any provisions of this Agreement and shall be authorized only to apply existing provisions of this Agreement to the specific facts involved and to interpret only applicable provisions of this Agreement.
- 12.6.9 The parties agree that the time limits set forth herein are of the essence of this procedure and are to be strictly complied with. Time limits may be extended only by written mutual agreement of the parties.

## 12.7 General Provisions

- 12.7.1 Although grievances may be investigated and/or processed during normally scheduled working hours, the Union agrees the time spent by its designated representatives shall be kept to a minimum and no Union representative shall be entitled to any additional compensation or premium pay for time spent in processing grievances outside the representative's regularly scheduled hours. The Union also agrees that it will not process grievances on periods of overtime.
- 12.7.2 Any grievance not filed or appealed within the time limits specified shall be considered settled on the basis of the last disposition given. In the event the grievance is not answered within the time limits set forth herein, either the employee or the appropriate Union representative may appeal the grievance to the next higher step within the time limits provided.
- 12.7.3 The Union agrees that it will not initiate or pursue any other avenue of redress on any matter properly within the scope of representation until the provisions of this Article, including arbitration, have been utilized.
- 12.7.4 Working days as used in this Article shall be defined as the regularly scheduled working days of the employee or appropriate Union representative filing or appealing the grievance and the regularly scheduled working days of the appropriate representative of the City responsible for replying to the grievance.
- 12.7.5 If an employee desires to file a grievance involving separation from City employment pursuant to the application of Article 13, entitled Leaves of Absence, the employee shall file the grievance in writing at Step II within ten (10) calendar days following the date of separation.
- 12.7.6 Any of the time limits specified in Steps I through III may be extended by written mutual agreement of the parties.

## 12.8 Stewards

12.8.1 A designated Steward shall be authorized release time to appear at Civil Service Commission or City Council meetings when such bodies are considering matters affecting the Union, to attend Federated Retirement Board meetings, and to attend meetings to which he/she is called by the City Administration regarding matters affecting the Union. The City and the Union acknowledge that Stewards are often in a position to facilitate settling grievances before they advance into a formal stage. Release time is not authorized for lobbying or political purposes.

12.8.2 The union may designate a total of four (4) departmental Stewards. Stewards shall be selected from the following departments and shall not exceed one designation per department: Airport, Environmental Services (ESD), Information Technology (Communications), General Services, and Transportation.

12.8.2.1 The union may also designate one (1) at large Chief Steward. In addition to those duties required of a Steward, the Chief Steward has special responsibilities. The Chief Steward may serve as the communication link between the Union and the City and be authorized reasonable release time in an attempt to resolve conflicts.

Paid release time will not be provided to both the Chief Steward and a departmental Steward to address the same grievance or discipline unless Employee Relations receive prior approval.

12.8.3 The Union agrees that it shall certify as Stewards only full-time employees who have satisfactorily completed an initial probationary period during the employee's current term of employment.

12.8.4 A Steward shall function under the terms of the grievance procedure in the department(s) or sections of a department(s) for which he/she has been certified. Exceptions to this paragraph may be made by mutual agreement of the parties.

12.8.5 Should a Steward be required to leave his/her assigned duties to investigate and/or process a grievance, he/she shall secure the permission of his/her immediate supervisor and inform the supervisor of the general nature of the grievance, and report back to the supervisor upon returning to his/her assigned duties. Permission for a Steward to leave his/her assigned duties shall not be unreasonably withheld.

If it is necessary for a Steward to handle a grievance in a department other than the department to which he/she is regularly assigned, the Steward shall report to the immediate supervisor of the aggrieved employee, the employee involved in the grievance, or the function being investigated.

12.8.6 In the event the parties agree that a Steward or other representative of the Union is permitted to investigate and/or process a grievance other than as provided in 12.8.4 above, such representative shall continue to investigate and/or process the grievance, even if the department or section of a department in which the grievance arose is subsequently assigned to another representative.

- 12.8.7 The Union agrees to properly notify the Municipal Employee Relations Officer of any changes of Stewards.
- 12.8.8 The parties agree that they have a mutual interest in well-trained Stewards. Toward this end, certified Stewards shall be granted a maximum of eight (8) hours paid release time during each year of this agreement to participate in training sessions related to the provisions of this agreement, jointly conducted by Union and City representatives according to an outline of such training activities to be submitted by the Union and approved by the City prior to the conduct of any such training sessions.
- 12.8.9 The City agrees to provide up to three (3) hours of paid release time every other month (six times per year) for up to four (4) Stewards and one (1) Chief Steward designated by the Union for the purpose of attending the Union's Stewards meeting, if such a meeting is scheduled.

## 12.9 Alternative to the Grievance Procedure

- 12.9.1 As an alternative to the formal grievance procedure, IBEW and the Office of Employee Relations may meet on an informal basis and attempt to resolve problems which arise involving contract interpretation, Civil Service Rules, Personnel Administrative Manual (PAM), or other matters affecting the relationship between the Union and the City.
- 12.9.2 The Office of Employee Relations and IBEW may review an issue on an ad hoc basis on its merits and its relationship to the contract. The result of these discussions may be:
- 1) To create a side agreement;
  - 2) To defer the issue until the next contract;
  - 3) To change a practice to conform to the provisions of the contract; and/or
  - 4) To maintain the status quo.
- 12.9.3 If the issue can not be resolved through this process, the Union maintains the option to proceed through the grievance procedure, if the issue is grievable in accordance with the definition of section 12.1 of this Memorandum of Agreement.

## ARTICLE 13 LEAVES OF ABSENCE

- 13.1 By written request of the employee through the "Request for Leave of Absence" form, the appointing authority, or designated representative, may grant an employee a leave of absence without pay for good and sufficient reason not to exceed twelve (12) months. Such leaves may, however, be extended not to exceed an additional six (6) months upon written request of the employee, subject to approval of the appointing authority, or his/her designated representative. Written requests for an extension of a leave shall be submitted prior to the expiration of the leave.
- 13.2 Any leave granted pursuant to the provisions contained herein may be canceled by the appointing authority by notice in writing mailed to the employee at the employee's